

Michael O. Hardison, Esq.
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Attorneys for Plaintiff

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

PRIME TANKERS LLC,

Plaintiff,

-against-

KESRI OIL PRIVATE LIMITED,

Defendant.

08 Civ. 4816 (DC)
ECF CASE

**VERIFIED COMPLAINT IN
ADMIRALTY**

Plaintiff, Prime Tankers LLC, by its attorneys, Eaton & Van Winkle LLP, for its complaint against Defendant, Kesri Oil Private Limited, upon information and belief, alleges as follows:

JURISDICTION

1. This is a case of admiralty and maritime jurisdiction, 28 U.S.C. § 1333, and is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and Rule B of the Supplemental Rules For Certain Admiralty and Maritime Claims.

PARTIES

2. At all relevant times, Plaintiff, Prime Tankers LLC, was and still is a corporation or other business entity organized and existing under the laws of a foreign country with an office and place of business located at P.O. Box 31559, Dubai, United Arab Emirates.

3. At all relevant times, Defendant, Kesri Oil Private Limited, was and still is a corporation or other business entity organized and existing under the laws of a foreign country with

an office and place of business located at 8790 Roshan Ara Road, Delhi, 110 007, India.

CAUSE OF ACTION

4. On or about March 13, 2008, Plaintiff, as disponent owner of the M.T. PELANGI GUNUNG SURYA, and Defendant, as charterer, entered into a maritime contract of charter party, in which Defendant agreed to charter from the Plaintiff the M.T. PELANGI GUNUNG SURYA for the carriage of a cargo of furfural extract from Bandar Abbas Port, Iran to Mundra, India.

5. The M.T. PELANGI GUNUNG SURYA carried the cargo from Bandar Abbas Port to Kandla Port, India.

6. Pursuant to the fixture notice confirming the maritime contract between the parties, Defendant was obligated to pay freight, dead freight, and demurrage.

7. On or about March 22, 2008, Plaintiff sent Defendant an invoice for freight in the amount of \$110,622.47 (a copy of the freight invoice is annexed as Exhibit A).

8. On or about March 22, 2008, Plaintiff sent Defendant an invoice for dead freight in the amount of \$6,227.53 (a copy of the dead freight invoice is annexed as Exhibit B).

9. On or about April 8, 2008, Plaintiff sent Defendant an invoice for demurrage incurred at the load port, Bandar Abbas Port, in the amount of \$105,103.00 (a copy of the load port demurrage invoice is annexed as Exhibit C).

10. On or about April 23, 2008, Plaintiff sent Defendant an invoice for demurrage incurred at the discharge port, Kandla Port, India, in the amount of \$44,896.00 (a copy of the discharge port demurrage invoice is annexed as Exhibit D).

11. Defendant has failed to pay the full amount due to Plaintiff and at least \$110,955.73 is now due and payable by the Defendant to the Plaintiff for the voyage from Bandar Abbas Port to

Kandla Port.

12. Plaintiff has duly performed all obligations owed to Defendant.

13. Plaintiff, by reason of the premises, has sustained damages, as best can now be estimated, in the amount of \$110,955.73.

14. The charter party provides that all disputes between the parties are to be resolved by arbitration in London pursuant to English law.

15. This action is brought to obtain jurisdiction over Defendant and to obtain security in favor of Plaintiff in respect of its claim against Defendant and in aid of London arbitration proceedings.

16. This action also is brought to obtain security for additional sums to cover Plaintiff's anticipated costs in the arbitration and interest, all of which are recoverable under English law and the rules applicable to London arbitration (see *Winter Storm Shipping Ltd. v. TPI*, 310 F.3d 263, 265 (2d Cir. 2002) where the attachment that the Court of Appeals reinstated covered "an amount that includes interest and anticipated attorneys' and arbitrators' fees.").

17. Upon information and belief, and after investigation, Defendant cannot be "found" within this District for the purpose of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, but Plaintiff is informed that Defendant has, or will shortly have, assets within this District comprised of, *inter alia*, cash, funds, credits, wire transfers, electronic funds transfers, accounts, letters of credit, freights, sub-freights, charter hire and/or sub-charter hire, of, belonging to, due or for the benefit of Defendant ("Assets"), including but not limited to Assets at, being transferred through, or being transferred and/or wired to or from various banking institutions and/or other business entities.

18. The total amount sought to be attached pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims by Plaintiff against Defendant includes: (i) principal claim in the amount of \$110,955.73; and (ii) interest as well as estimated attorney's fees and disbursements, together with the costs of the arbitration, including arbitrators fees, all of which are recoverable in London arbitration, in the amount of \$110,000.00, for a total claim of \$220,955.73.

RESERVATION OF RIGHTS

19. The charter party provides that any disputes between Plaintiff and Defendant are to be arbitrated in London pursuant to English law.

20. Plaintiff expressly reserves the right to arbitrate the merits of its dispute with Defendant and brings this action solely to obtain quasi-in-rem jurisdiction and security for its damages, interest and the costs of London arbitration.

WHEREFORE, Plaintiff prays as follows;

1. That process in due form of law according to the practice of this Court may issue against Defendant;
2. That the Court, in accordance with the provisions of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, direct the issuance of Process of Maritime Attachment and Garnishment attaching all assets within the district owned by Defendant or in which Defendant has a beneficial interest up to the amount of \$220,955.73
3. That judgment be entered against Defendant and in favor of Plaintiff in the amount of \$220,955.73, plus interest, costs, and attorneys' fees; and
4. That the Court grant such other, further and different relief as may be just, proper and equitable.

Dated: New York, New York
May 23, 2008

EATON & VAN WINKLE LLP

By: /s/ Michael O. Hardison
Michael O. Hardison

3 Park Avenue
New York, New York 10016-2078
(212) 779-9910

Attorneys for Plaintiff

EXHIBIT A



COMMERCIAL INVOICE

DATED : 22/03/2008

INV. NO. PT/INV/PGS/07-172

CURRENCY : USD

KESRI OIL PVT. LTD.
NEW DELHI
INDIA
TEL: + 91 11 2382 9574

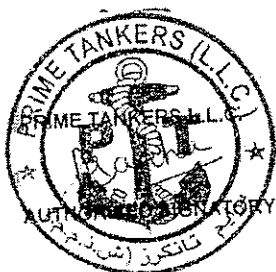
ATTN: ACCOUNTS DEPARTMENT

DESCRIPTION	QUANTITY	RATE	TOTAL AMOUNT (USD)
MT PELANGI GUNUNG SURYA FREIGHT CHARGES FOR MT PELANGI GUNUNG SURYA LOADING AT BANDAR ABBAS PORT (IRAN) ON 20/MARCH/08 FOR DISCHARGE AT KANDLA PORT (INDIA)	2698.109 MT	USD 41.00 PMT	110,622.47
			110,622.47

AMOUNT: USD ONE HUNDRED AND TEN THOUSAND SIX HUNDRED AND TWENTY TWO AND CENTS FORTY SEVEN ONLY

KINDLY REMIT FUNDS IN USD :

PRIME TANKERS L.L.C.
USD ACCOUNT # 0012-559437-062
THROUGH :
NATIONAL BANK OF RAS AL KHAIMAH
DUBAI BRANCH, DUBAI - U.A.E.
SWIFT CODE : NRAKAEAK
THROUGH :
BANK OF NEW YORK
SWIFT CODE : IRVTUS3N



VERIFIED BY

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EXHIBIT B



PRIME

Tankers L.L.C.

COMMERCIAL INVOICE

DATED : 22/03/2008

INV.NO. PT/INV/PGS/07-172D

CURRENCY : USD

KESRI OIL PVT. LTD.
NEW DELHI
INIDA
TEL: + 91 11 2382 9574

ATTN: ACCOUNTS DEPARTMENT

DESCRIPTION	QUANTITY	RATE	TOTAL AMOUNT IN (USD)
MT PELANGI GUNUNG SURYA DEAD FREIGHT CHARGES FOR MT PELANGI GUNUNG SURYA LOADING AT BANDAR ABBAS PORT (IRAN) ON 21/MARCH/08 FOR DISCHARGE AT KANDLA PORT (INDIA)	151.891 MT	USD 41.00 PMT	6,227.53
TOTAL AMOUNT			6,227.53

AMOUNT: USD SIX THOUSAND TWO HUNDRED AND TWENTY SEVEN AND FIFTEEN ONLY

KINDLY REMIT FUNDS IN USD :

PRIME TANKERS L.L.C.
USD ACCOUNT # 0012 559437 062
NATIONAL BANK OF RAS AL KHAIMAH
DUBAI BRANCH, DUBAI - U.A.E.
SWIFT CODE : NRAKAEAK
THROUGH :
BANK OF NEW YORK
SWIFT CODE : IRVTUS3N



VERIFIED BY

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E-mail : technical@primetankers.ae. E-mail : accounts@primetankers.ae
Website : www.primetankers.ae



EXHIBIT C



PRIME

Tankers L.L.C.

COMMERCIAL INVOICE

DATED : 08/04/2008

INV. NO. PT/INV/PGS/07-172A

CURRENCY : USD

KESRI OIL PVT.LTD.
NEW DELHI
INDIA
TEL: + 91 11 2382 9574

ATTN: ACCOUNTS DEPARTMENT

DESCRIPTION	NO. OF DAYS	RATE	TOTAL AMOUNT IN USD
<u>MT PELANGI GUNUNG SURYA</u> DEMURRAGE CHARGES FOR MT PELANGI GUNUNG SURYA LOADING AT BANDAR ABBAS PORT (IRAN) ON 21/MARCH/08 FOR DISCHARGE AT KANDLA PORT (INDIA) <u>LOADPORT:</u> NOR TENDERED : 19 MAR / 0830 HRS DOCS ON BOARD : 07 APR / 0200 HRS TIME TAKEN: 18.73 HRS TIME ALLOWED : 1.50 DAYS DEMURRAGE TIME : 17.23 DAYS	17.23 DAYS	USD 6,100.00 PDPR	105,103.00
NETT PAYABLE			105,103.00

AMOUNT: USD ONE HUNDRED AND FIVE THOUSAND ONE HUNDRED AND THREE ONLY

KINDLY REMIT FUNDS IN USD :

PRIME TANKERS L.L.C.
USD ACCOUNT # 0012 559437 062
NATIONAL BANK OF RAS AL KHAIMAH
DUBAI BRANCH, DUBAI - U.A.E.
SWIFT CODE : NRAKAEAK
THROUGH :
BANK OF NEW YORK
SWIFT CODE : IRVTUS3N



POSTED
Date: 20/04/08

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E-mail : technical@primetankers.ae, E-mail : accounts@primetankers.ae
Website : www.primetankers.ae



EXHIBIT D



COMMERCIAL INVOICE

DATED : 23/04/2008

INV.NO. PT/INV/PGS/07-172B

CURRENCY : USD

KESRI OIL PVT.LTD.
NEW DELHI
INDIA
TEL: + 91 11 2382 9574

REVISED

ATTN: ACCOUNTS DEPARTMENT

DESCRIPTION	NO. OF DAYS	RATE	TOTAL AMOUNT IN (USD)
MT PELANGI GUNUNG SURYA DEMURRAGE CHARGES FOR MT PELANGI GUNUNG SURYA LOADING AT BANDAR ABBAS PORT (IRAN) ON 21/MARCH/08 FOR DISCHARGE AT KANDLA PORT (INDIA) DISPORT: NOR TENDERED : 14 APR / 0400 HRS COMPLETED DISCHARGE : 22 APR / 1954 HRS TIME TAKEN : 8.86 DAYS TIME ALLOWED : 1.50 DAYS DEMURRAGE TIME : 7.36 DAYS	7.36 DAYS	USD 6,100.00 PDPR	44,896.00
TOTAL AMOUNT			44,896.00

AMOUNT: USD FORTY FOUR THOUSAND EIGHT HUNDRED AND NINETY SIX ONLY

KINDLY REMIT FUNDS IN USD :

PRIME TANKERS L.L.C.
USD ACCOUNT # 0012 559437 062
NATIONAL BANK OF RAS AL KHAIMAH
DUBAI BRANCH, DUBAI - U.A.E.
SWIFT CODE : NRAKAEAK
THROUGH :
BANK OF NEW YORK
SWIFT CODE : IRVTUS3N



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E-mail : technical@primetankers.ae E-mail : accounts@primetankers.ae
Website : www.primetankers.ae



VERIFICATION

MICHAEL O. HARDISON, Esq., pursuant to the provisions of 28 U.S.C. § 1746, declares and states as follows:

1. I am a member of the firm of Eaton & Van Winkle LLP, attorneys for Plaintiff, and I make this verification on behalf of Plaintiff.

2. I have read the foregoing complaint and know the contents thereof and the same are true to the best of my knowledge, information and belief. The sources of my information and the grounds for my belief are communications and other papers received from the Plaintiff's attorneys in India and an examination of the papers relating to the matters in suit.

3. The reason this verification is made by the undersigned, and not made by Plaintiff, is that Plaintiff is a foreign corporation or other business entity, no officer or director of which is presently within this district.

Dated: New York, New York
May 23, 2008

I declare under penalty of perjury that the foregoing is true and correct.

/s/ Michael O. Hardison
Michael O. Hardison

DECLARATION

MICHAEL O. HARDISON, Esq., pursuant to the provisions of 28 U.S.C. § 1746, declares and states as follows:

1. I am member of the firm of Eaton & Van Winkle LLP, attorneys for Plaintiff, and I am familiar with the facts of this matter.
2. I execute this declaration in compliance with the provisions of Rule B(1) of the Supplemental Rules of Certain Admiralty and Maritime Claims.
3. To the best of my information and belief, Defendant, Kesri Oil Private Limited, cannot be found within this District as defined by the relevant State and Federal Rules of Civil Procedure.
4. I caused a search to be made by going to the New York State Department of State website (www.dos.state.ny.us) and searching the Corporation and Business Entity Database. This database contained no record of Defendant being either a New York corporation or a foreign corporation licensed to do business in New York.
5. I also checked the internet telephone directories for New York state and contacted the telephone information operator regarding a listing for Defendant in New York City. None of these sources contained a listing for Defendant.
6. I am unaware of any general or managing agents within this District for Defendant.

7. It is for the foregoing reasons that I request, on behalf of Plaintiff, that the Court execute the accompanying Order For Issuance of Process of Maritime Attachment and Garnishment.

Dated: New York, New York
May 23, 2008

I declare under the penalty of perjury that the foregoing is true and correct.

/s/ Michael O. Hardison
Michael O. Hardison